

Referrals
7/2/19

**NEIGHBORHOOD
AND COMMUNITY
SERVICES STANDING
COMMITTEE**



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1026
DETROIT, MICHIGAN 48226
PHONE: 313 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV

May 29, 2019

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate the FY 2019 Summer Mini Grant

The United Way for Southeastern Michigan has awarded the City of Detroit General Services Department with the FY 2019 Summer Mini Grant for a total of \$31,213.00. There is no match requirement. The grant period is May 1, 2019 through August 31, 2019.

The objective of the grant is to support the implementation of the 2019 Summer Food Service Program. The funding allotted to the department will be utilized to develop and implement a replicable strategy to improve staff quality through hiring practices, training, or other innovative approaches.

If approval is granted to accept and appropriate this funding, the appropriation number is 20662.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs
Director, Office of Development and Grants

CC:

Katerli Bounds, Deputy Director, Grants
Sajjiah Parker, Assistant Director, Grants

This request has been approved by the Law Department

This request has been approved by the Office of Budget

RESOLUTION

Council Member _____

WHEREAS, the General Services Department is requesting authorization to accept a grant of reimbursement from the United Way for Southeastern Michigan, in the amount of \$31,213.00, to support the implementation of the 2019 Summer Food Service Program; and

WHEREAS, this request has been approved by the Law Department; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 20662, in the amount of \$31,213.00, for the FY 2019 Summer Mini Grant.

1. Introduction

United Way for Southeastern Michigan, a Michigan non-profit corporation of 3011 W. Grand Blvd., Suite 500, Detroit, MI 48202 ("UWSEM"), has approved a grant \$31,213 (the "Grant") to City of Detroit Parks and Recreation Department of 18100 Meyers Road, Detroit, MI 48235 (the "Partner"). The Grant is being made to support several specific strategies that combat known barriers to Meet Up and Eat Up (MUEU) expansion and increase the number of meals served, as well as specific strategies to improve children's experiences at MUEU sites through nutrition education and physical activity programming. This Grant Agreement establishes the legal terms and conditions of the awarding and use of the Grant and constitutes the entire agreement between parties.

2. Overview

UWSEM's strategic response to community need will focus on creating measurable opportunities for communities in Southeastern Michigan to succeed and thrive, with an emphasis on addressing those issues that the community cares about.

UWSEM values the strategies and outcome(s) proposed by the Partner and invests in its efforts to measurably improve the Southeastern Michigan region.

3. Model Description

United way for Southeastern Michigan is designed to improve the overall quality of life for the people of Southeastern Michigan. Our efforts are focused on creating stronger communities, neighborhoods and families – especially those most at risk and vulnerable. We strive to make sure that every child is born into an environment that supports their development and nurtures their potential; that there is nutritious food on every table, that residents have safe and connected neighborhoods and that individuals and families are able to financially support and sustain themselves.

4. Issue Date

The Grant has been issued by UWSEM on April 30, 2019

5. Grant Period

The effective funding cycle is May 1, 2019 – August 31, 2019 unless otherwise indicated (the "Grant Period"). Funding may be adjusted based on UWSEM's overall campaign performance.

6. Grant Contingencies

Contingencies are defined as issues or concerns that arises during the grant period and was an unforeseen event period with written notification to the other party of the event or circumstance. Mutually, it will be determined if any contingencies arise that will need to be resolved before the Grant is able to continue with payment and deliverables outlined in this grant agreement.

7. Expectations

Expectations of Partners

- To maintain up to date contact information for the organization with Partner's UWSEM staff liaison.
- To adhere to all expectations, policies, procedures, financial and programmatic reporting deadlines as outlined in this Grant Agreement.
- To comply with and support all applicable laws concerning unlawful discrimination and having a written policy that is in compliance with such laws.
- To support undesignated giving to the United Way campaign. This includes **not actively soliciting for designated contributions in the workplace or for payroll deduction gifts independent of United Way and not advertising or promoting the UWSEM campaign as a vehicle for designating contributions.**
- To not affiliate with a fundraising campaign that operates in competition with the UWSEM.
- To inform UWSEM staff in writing of strategic alliances and mergers or collaborations and partnerships (see Appendix I for details).
- Participate in MUEU sponsor meetings convened by UWSEM as scheduled.

- If you are not already using the MUEU Meal Counting app for Summer 2019, the partner is required to contact the Health Kids team to learn more about its utility in the program and discuss options.
- If you have not already done so for Summer 2019, the partner is required to contact the healthy Kids team to learn more about FEAST and how it can be incorporated in the MUEU feeding environment.

Expectations of UWSEM:

- To provide access to reasonable support from UWSEM staff to assist with applying for grants, outcome measurement, building partnerships, training opportunities and other types of technical assistance.
- To conduct an annual community-wide fundraising campaign and use its best efforts to solicit gifts and contributions to support human service needs in Southeastern Michigan.
- To respect Partner's autonomy to determine its policies of operation and to administer its own internal affairs.
- To utilize trained volunteers and staff who sign both a conflict of interest and confidentiality statement in matters regarding the making of Community Investment funding decisions.

8. Conditions

The Grant is made, and all proceeds of the Grant must be used, in accordance with all applicable procedures, including, without limitation; the following stipulations. Please read the following carefully:

1. Type of Investment

This Grant is issued through the Community Investment Fund, which allows for funding to an agency, program, strategy or collaborative that addresses need to the community. The total amount of funding available for each year of the grant cycle is based on campaign collections from the year before and will be approved by the UWSEM Board of Directors in the spring of each year.

2. Governance

Partner agrees to maintain a responsible governing board or local advisory group whose members serve without pay, are representative of the community and meet at regular intervals. Information regarding governance and management of the organization (articles of incorporation, and written policies and procedures) will be made available to UWSEM upon request. Partner agrees to offer opportunities for participation in programs, services, policy formulation, and staff employment to persons without discrimination based on race, religion, age, gender, economic status, weight, sex, cultural heritage, national origin and disability.

3. Outcomes Based Funding

UWSEM's mission and business model reflect a focus on measuring outcomes for funded programs and strategies. Details regarding outcome alignment, revisions of outcomes, indicators and related data, and use of on-line data reporting tools are outlined in Appendix C: Reporting and Evaluation. *Specific outcomes for this Grant are available in Appendix A: Specific Outcomes and Deliverables and Appendix B: Additional Expectations for Partner.*

4. Financial Reporting Requirements

Partner agrees to keep comprehensive and accurate financial records that conform to basic accounting and financial reporting requirements and to have these records audited annually by an independent auditing firm. Three different levels of requirements have been established that are based on the Partner's overall budget. Details regarding these requirements are outlined in Appendix D: Financial Reporting Requirements, and Appendix E: Financial Review and Audit Policy.

5. Publicity and Marketing

Marketing

- All printed promotional materials including but not limited to brochures, programs, newsletters, press releases, educational materials and announcements, which reference the funded program(s) must include mention of United Way for Southeastern Michigan as a funder.
- The use of the brand name United Way for Southeastern Michigan via digital (i.e. website, blogs, electronically distributed releases and social media) must hyperlink back to the website, www.liveunitedsem.org
- Prior approval is required by United Way to develop branding campaigns that promote any funded-program.
- A United Way-branded decal should be prominently placed in the designated space of the funded program. The decal will be mailed to your organization.
- Should you have questions please send an email to MarketingRequests@liveunitedsem.org.

Public Relations

- All media-related communication that recognizes other funding sources must also recognize United Way for Southeastern Michigan as a funding source.
- Acknowledgement of the funded partnership may be facilitated with the use of a credit line or United Way logo. (Logos may not be altered.) *Sample Credit Line: "(Name of program) is made possible with grant funding from United Way for Southeastern Michigan."*
- For questions, contact United Way Director of Public Relations Vickie Winn at Vickie.Winn@liveunitedsem.org

Social Media

- United Way should be tagged in any mention of United Way-funded programs via social media (FB, Twitter, etc.) using the following social media handles:

Facebook: United Way for Southeastern Michigan
LinkedIn: United Way for Southeastern Michigan

Twitter: @UnitedWaySEM
Instagram: @UnitedWaySEM

- To uplift the partnership via social media, please share your social media handles and relevant hashtags with United Way.
- For questions, contact United Way Manager of Social Media Jessica Page-Carreras at Jessica.Page-Carreras@liveunitedsem.org

6. Crediting United Way for Southeastern Michigan

Acknowledgement of the United Way partnership may be facilitated by using the United Way for Southeastern Michigan logo and/or credit line.

- The logos provided to you must be produced as a unit without alteration.
- In addition to the use of the United Way for Southeastern Michigan logo, funding recipients may also use the following line of text (or reasonably similar wording) to credit United Way: *"This program is supported in part by a grant from United Way for Southeastern Michigan."*

7. Standards of Eligibility

All partners must adhere to the standards outlined in Appendix M: Standards of Eligibility. If Partner experiences a change and is no longer compliant with the Standards of Eligibility, it is Partner's responsibility to notify UWSEM with both information on the standards no longer being met and the plan to return Partner to compliance.

8. Counterterrorism

The Partner agrees to adhere to the standards outlined in Appendix F: Counterterrorism Compliance.

9. Payment Terms

Payment schedules and requirements are available in Appendix K: Payment Schedule. Payment schedules and requirements for donor designated funds are available in Appendix J: Designation Guidelines. UWSEM reserves the right to withhold the distribution of funds due to programmatic or financial impropriety or failure to comply with the terms of this Grant Agreement until the issue(s) is resolved to the satisfaction of UWSEM.

10. Termination Options

UWSEM reserves the right to terminate this Grant Agreement at any time in the event that UWSEM determines that the Partner has not performed in accordance with this Grant Agreement or satisfied the specific contingencies of the approved program (see Appendix H: Change in Funding Status), including in the event that, based on UWSEM's determination, in its sole discretion, that:

- 501 (c)(3) Partner loses its exemption from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended,
- Partner is non-compliant with any federal, state and local laws or regulations, or
- Partner ceases program operations.

Partner may terminate this Grant Agreement by providing reasonable notice of their intent and rationale for doing so to UWSEM staff in writing.

In the event of a termination of this Grant Agreement, any funds that have not yet been paid to the partner will be immediately forfeited.

11. Severability and Governing Law

In the event that any provision or any part of a provision of this Grant Agreement is finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such a determination shall not affect the legality or enforceability of the remaining provisions or parts of provisions, which shall remain in full force and effect as if the unenforceable provision or part were deleted. This Grant Agreement is governed by the laws of the State of Michigan.

12. Indemnification To the extent permitted by law, Partner hereby agrees to indemnify, defend and hold harmless UWSEM, its trustees, officers, and employees, from and against, and in respect to, any and all losses, expenses, demands, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that may be incurred by UWSEM as a result of any negligent or willful acts or omissions of Partner or any of its agents or employees.

13. Scope of Work Changes

In the event that the Partner deems a change necessary to the requirements as set forth in Appendix A: Specific Outcomes and Deliverables (the "Scope of Work"), the Partner will consult with UWSEM regarding these changes in advance. Any proposed changes will be assessed to determine the reason(s) behind the need for a change and the potential impact to the project. No change to the Scope of Work will be made without explicit written consent from UWSEM in the form of an amendment to this Grant Agreement.

14. Change Requests

UWSEM reserves the right to request any changes to the requirements and specifications of this Grant Agreement and the Scope of Work to be performed by the Partner under this Grant Agreement. During the course of ordinary business, it may become necessary for UWSEM to discontinue certain business practices or create additional services/deliverables covered by this Grant Agreement.

15. Ownership of Deliverables and Data

All deliverables created by Partner and delivered to in connection with this Grant Agreement (the "Deliverables") shall be owned by UWSEM and shall be considered works made for hire by the Partner for UWSEM under United States Copyright law. UWSEM shall own all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables. All data submitted to UWSEM in connection with this Grant Agreement (the "Data") is considered property of UWSEM. Individual client confidentiality is protected and UWSEM will never disclose a clients' name or photo without prior consent and approval. Partner shall, in a timely manner, secure such consent and approval upon UWSEM's request. Partner agrees to execute and deliver any additional documents reasonably required to effectuate the intent of the parties with respect to the ownership of the Deliverables and/or the Data upon UWSEM's request.

16. Acceptance of Grant

Signing this Grant Agreement indicates Partner's acknowledgement and acceptance of the terms outlined above and in all appendices.

17. Counterparts

This Grant Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, signatures transmitted by facsimile or other electronic means shall be deemed the same as originals and shall be effective upon receipt.

18. UWSEM contact

Any notifications related to this Grant Agreement should be sent in writing to the following:

Contract Administration:

Jessica Stone
Director, Budgeting and Financial Compliance
United Way for Southeastern Michigan
3011 W. Grand Blvd., Suite 500
Detroit, MI 48202
Community.impact@liveunitedsem.org

Program Administration :

Sara Gold
Director, Healthy Kids and Basic Needs
3011 W. Grand Blvd., Suite 500
Detroit, MI 48202
Sara.Gold@liveunitedsem.org

[signature page attached]

United Way for Southeastern Michigan
Grant Agreement



United Way
for Southeastern Michigan

As evidence of the Parties' mutual understanding of and agreement with the terms herein, they have signed this Grant Agreement as of the Issue Date of the Grant set forth above.

UNITED WAY FOR SOUTHEASTERN MICHIGAN

By: _____
Name: _____
Title: _____

Date: _____

CITY OF DETROIT PARKS AND RECREATION DEPARTMENT

By: _____
Name: _____
Title: _____

Date: _____

Appendix A: Specific Outcomes and Deliverables

The City of Detroit Parks & Recreation Department will use grant funds for the Summer Meal program being offered their community. The integration of tasting stations into recreation centers' MUEU sites will allow for the expansion of the Summer Food Service Program. The Eastern Market will conduct survey work to understand youth opinions and eating behaviors. Surveys will be collected before tasting stations occur and after the completion of the tasting station series. Surveys will be collected at recreation centers where tasting stations will not occur. Data will be compared between sites that receive tasting stations with sites that do not receive tasting stations.). Tasting Stations will engage children in the preparation of food and allow for active engagement with youth. Tasting stations will assist with menu development for the SFSP. Having positively reviewed menu options will increase meal consumption of summer meals by youth. The funds will be used as follows:

Outcome
Develop a replicable strategy to improve staff quality through hiring practices, training, or other innovative approaches
Explore methods to serve more children in MUEU and additional programs throughout the year
Promote positive feeding environments in MUEU and other Child Nutrition Programs
Conduct research and collect data in the field on topics that impact participation in MUEU

Appendix B: Additional Expectations for Partner

Data Collection: United Way for Southeastern Michigan will be collecting information through Apricot for Funders on outputs and budget.

- Reporting

During the grant period, partner will:

- Participate in all conference calls and cohort convenings as scheduled by UWSEM.
- Provide a mid-term budget update of funds spent as of July 1, 2019.

At the end of the grant period, partner will provide UWSEM with a final report which shall include:

- A narrative that details the impact these funds have had on your Meet Up and eat Up program.
- Outline of the strategy implemented with grant funding, including changes made throughout the summer to overcome difficulties.
- Actual Number of breakfast meals served
- Actual Number of lunch meals served.
- Actual Number of sites supported.
- Actual number of days enrichment was provided.
- Actual Number of interactions with children at MUEU sites.
- A final itemized budget of funds spent.

- Final report due on September 30, 2019

All information and reports requested must be provided to UWSEM by the dates specified. Failure to provide timely information may result in payments being held (see Appendix C for more information).

City of Detroit
CITY COUNCIL
COUNCIL PRESIDENT BRENDA JONES

MEMORANDUM

TO: Lawrence Garcia, Corporation Counsel
Law Department

CC: Honorable Colleagues
Louise Jones, Senior City Clerk

FROM: Council President Brenda Jones

Bf

DATE: June 25, 2019

RE: Senior Citizens Recreation Fee

Please draft an ordinance exempting Senior Citizens from paying a fee to utilize recreation centers, services, or classes.